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THE HARTFORD HERALD.

"I COME, THE HERALD OF A NOISY WORLD, THE NEWS OF ALL NATIONS LUMBERING AT MY BACK."

VOL. 10.

HARTFORD, KENTUCKY, SEPTEMBER 10, 1884.

NO. 37.

ADVERTISING RATES.

Squares	First	Second	Third	Fourth	Month	Year
One	\$1.00	.75	.50	.25	10.00	100.00
Two	2.00	1.50	1.00	.50	20.00	200.00
Three	3.00	2.25	1.50	.75	30.00	300.00
Four	4.00	3.00	2.00	1.00	40.00	400.00
Five	5.00	3.75	2.50	1.25	50.00	500.00
Six	6.00	4.50	3.00	1.50	60.00	600.00
Seven	7.00	5.25	3.50	1.75	70.00	700.00
Eight	8.00	6.00	4.00	2.00	80.00	800.00
Nine	9.00	6.75	4.50	2.25	90.00	900.00
Ten	10.00	7.50	5.00	2.50	100.00	1000.00

For a shorter time at proportionate rates.
One inch of space constitutes a square.

Mothers, Your Boys
Probably need New Suits for School. If they do, it would interest you to look at our New Stock. We have paid especial attention to the wants of School Boys and confidently offer a more desirable line than has heretofore been offered in this market. The prices we name are as LOW as the Quality and Styles are interesting.

DEPPEN'S CLOTHING HOUSE,
Cor. of Fourth and Market Sts., Louisville.

TO THINE OWN SELF BE TRUE.

By thine own self's law learn to live,
And if men thwart thee take no heed,
And if men hate thee have no care;
Hope thou thy song and do thy deed.
Hope thou thy hope and pray thy prayer,
And claim no crown they will not give,
Nor bays they grudge thee for thy hair.



Lieut. F. F. Kinslingbury.

Partly Eaten by his Comrades of the Greely Expedition.

The condition of the body of Lieutenant Frederick F. Kinslingbury, which was exhumed for examination, shows that all its most fleshy parts had been cut away with sharp instruments, and there is no doubt that the miserable survivors of this young officer, all or some of them, ate the missing portions. Since the horrible discovery was made public, it has been admitted that bodies of those members of the expedition who died while in the Arctic regions, were thus mutilated.

Frederick F. Kinslingbury was an Englishman by birth, but came to America at an early age, and was reared at Rochester, N. Y. He enlisted in the Army of the United States, in 1863. In 1866 he was retired from active service, and was made paymaster's clerk at Detroit, Mich. By the influence of the late Zachariah Chandler, he was made a First Lieutenant in the Regular Army, in 1873. His first station in this capacity was at Fort Concho, Tex., where he became acquainted with Lieutenant Greely. He was transferred to Fort Standing Rock, Dak., where he had charge of the scouts engaged in service against the Indians, in 1875. At the time of the Custer massacre he was with General Reno. Subsequently to that tragedy he captured the Indian who killed Custer in the fight. In 1880, while his regiment was stationed at Fort Custer, Kinslingbury's second wife died of mountain fever, immediately after his return from a scouting expedition. He had been made acquainted with her danger while 150 miles distant from the post at the head of a scouting party, and immediately left for the station. This Mrs. Kinslingbury, who had been his wife only six months, was the sister of his first wife, the mother of his four children. The ages of his family, all boys and maintained by friendly people in different places, range from eight to seventeen years. Kinslingbury was offered a position in the Greely Expedition in 1881, and promptly accepted it. He was dead before the 23d of June, 1884, when the survivors of the Greely Expedition were found. His body was recovered, brought home and buried in Rochester, where it was examined and found in a mutilated condition. Poor Kinslingbury died at the early age of thirty-eight. He was an able officer and a good comrade. Until the publication of the Official Report of the Greely Expedition it would be premature to say more than that he and Commander Greely are reported to have been

on bad terms, and that his superior officer relieved him of duty at an early period of the time spent by the expedition at Fort Concho.

Farmers and wagon owners, of Ohio county, you will do well to examine the Olds wagon before buying, as they are the best made wagon in the market, none excepted. Sold by Dan F. Tracy & Son.

HYGIENE.

An Address Delivered by Dr. A. B. Baird to the Teachers' Institute at Hartford College, August 29th, 1884.

Ladies and Gentlemen:

In response to an invitation from the officers conducting this Institute, I have consented to deliver upon this occasion, an address upon the subject of Hygiene.

It is, as you all well know, an established science; one upon which thousands of pages have been written and for me to attempt an elaborate discussion of the subject would simply be folly. In the short time allotted me, I can present to you only an abridgement of the fundamental principles upon which this magnificent and truly scientific structure has been erected. Should I fail to entertain, I sincerely trust that my audience will feel that they, and not the subject, have been naturally injured. Hygiene has been divided and subdivided to suit the particular point in question. I, for convenience and brevity, have made two divisions, that of Scientific and that of Practical Hygiene. Practical Hygiene is the art of preserving health. Writings on health are among the oldest in the world. This subject has engaged the attention of the most profound and learned of men. To be convinced of this fact, it is only necessary to consult the extensive Moselle laws, which treat on the preservation of health by extreme cleanliness, isolation, wholesome food and drink. Ignorance and superstition at one time attributed the prevalence of disease to what they supposed to be poisoned wells. As a result of this almost universal fanaticism, thousands fell victims, when but a few hours work spent in cleansing the wells would have effectually removed the exciting cause and saved the lives of many. It has very truly been said that it is the province of practical Hygiene to ferret out and remove the exciting cause of disease when such be possible. Hence, it is called the preventive or prophylactic remedy used against all maladies. While great progress has been made in the establishment of this science, still vast labor remains to be performed before perfection is attained. Not long since, our ships were kept to a great extent, from sea, dreading the fearful effects of scurvy. Hospitals, which were at one time supposed to incubate disease, are now made places of safety and comparative security against the spread of all the evils that flesh is air to. The advancement of this science depends largely upon pathological investigations and the proper mode of successfully treating the disease to which such investigations direct themselves.

SCIENTIFIC HYGIENE.

I have subdivided this into several subjects, to which I shall direct but a mere glance and hope that some careful attention will be paid each one by my hearers. The first for investigation is Meteorological or Climatic conditions, or heat and moisture, and it is exceedingly difficult to eliminate these from the effects which soil and climate have, and say that neither is dependent upon the other for benefits obtained. For it is undoubtedly true that if good judgment is used, man can preserve his health in any climate or any part of the world. However, it is admitted that

certain atmospheric conditions favor and spread the disease peculiar to this condition. For instance yellow fever and enteric fever are more prevalent at a certain season of the year. While cholera prevails as an epidemic in a hot moist climate, small pox is arrested, vaccination is impossible while the hot Harmattan winds are blowing against Africa's western coast.

Soils are either healthy or unhealthy. Healthy soils are those which have free and unobstructed drainage, or those that are dry and sloping. The unhealthy are those that are moist, without grade and defective in drainage. In healthy soils are found such rocks as granites, clay-slate, limestone, sandstone, chalk, and gravel. The unhealthy are sand and gravel with clay subsoil, alluvial soils and marsh lands. Among these is also included made earth or soil that has existed for less than two years. It is then not suitable to build upon, if the drainage has been in any way interfered with. Buildings constructed on Hygienic principles must be so arranged as to allow a ready passage of air underneath. An impervious foundation would be highly conducive to health. Wooden structures possess certain advantages which other materials can not claim, yet there is always danger of fire. Perhaps the best building material is good sound, well burnt brick. Houses for all purposes should be built so as to afford strong light, not merely for work, but as a promoter of health. Sunlight is of paramount importance. Some of our most modern American hospitals are so arranged as to give patients what are termed "Sunbaths." Rooms ought to be moderately large with high ceilings to admit of sufficient cubic space. The temperature of rooms should be for light work 65° or 70°, sitting rooms about 65° and sleeping rooms near 55° or 60°. Drafts, rapid diminutions or elevations of temperature should be scrupulously guarded against. Overheated rooms are a prevalent source of ill health. Dwellings must never be occupied till they are thoroughly dried, as dampness favors rheumatism and all chest disorders. Extreme attention should be directed to cleanliness. Chairs, tables, mantles, walls and all furniture within rooms frequently dusted in order to dislodge any organic or contaminating material which may be deposited upon any of them.

We shall next see something about the air we breathe, for it claims special attention, as it is the prime necessity of life. We may abstain from eating or drinking for a considerable length of time and suffer no material impairment of our general health, but air we must have all the time, or we soon die. Hence the necessity of having it pure. Our atmosphere is composed of two great chemical elements, that of oxygen and nitrogen in the proportion of one of the former to three of the latter, with traces of ammonia, nitric and carbonic acid. By breathing and combustion, air is changed, the oxygen is reduced, the carbonic acid and organic matter increased. Atmosphere altered by breathing is much more dangerous, than where the carbonic acid is partially due to combustion, and is entirely unfit to breathe where carbonic acid exceeds two parts in ten thousand by volume. The impurities, of course, vary with age, size, sex and work. The amount of carbonic exhaled during two hours of repose, is estimated at six cubic feet, which would require an hourly supply of three thousand cubic feet of pure air for its dilution and even more during work. The diseases which arise from imperfect ventilation, and an improper amount of fresh air, are consumption, scrofulous disorders, bronchitis and sore throat. The system of sewerage is quite extensive and can receive but a bare mention, as it is of great importance to cities and but little to country towns. Diseases which arise from defective sewerage, are cholera, enteric fever, diphtheria, sore throat and a number of eruptive diseases. All drainage to promote health must take place in an opposition direction to the house, well or cistern.

Water shall next engage our attention. In its pure state stands second only to pure atmosphere in the preservation of health. Its chemical elements, as you all know, are oxygen and hydrogen in the atomic proportion of one of oxygen to two of hydrogen. It should be absolutely free from any organic matter, which only deteriorates its virtues and favors the spread of disease, for it is principally through what we drink that cholera and enteric fever become absolutely contagious. Water that is clear or colorless that has a sparkling taste, due to the presence of air and carbonic acid, is considered the purest. By far is soft water to be preferred to hard, containing less organic matter we escape the evil results which so frequently follow the use of hard water. Springs and deep wells are as a general thing better than shallow wells and cisterns, because we are too prone to hermetically close our cisterns and pay comparatively no attention to its filter, which soon becomes foul, and is within itself the hot-bed of fatal contamination.

EXERCISE.

Exercise should be governed by one's general physical ability and should never be protracted or violent in its nature. Persons undergoing great mental effort ought to take sufficient exercise to eliminate the wastes or burnt up materials which are deposited within the muscular tissues, and if not forced into the channels of elimination they give rise to uræmic toxemia, a form of blood poisoning, also epilepsy.

CLOTHING.

Clothing must be worn to suit all atmospheric vicissitudes—light clothing in warm and heavy in cold weather, and changed to suit all sudden elevations or lowering of temperature.

PERSONAL CLEANLINESS.

enjoys high hygienic repute and can not be too forcibly urged, not only as a preventive means against disease, but in successfully treating it. Frequent daily baths stands next to air and drink—serving as it does to enliven the functions of the skin, which is, perhaps, the greatest of the four eliminating channels belonging to the body. For instance, when we see there are situated within this delicate structure, about two and one-half millions of sweat glands, one can readily understand the importance of frequent baths. The glands are most numerous upon the inside of the hand, each having a separate duct, a separate orifice and number in this situation twenty-eight hundred to the square inch of surface or between twelve and fifteen thousand on the palm of the average hand. The Turkish or Russian baths, are more commonly used in cities in the treatment of disease, which facilitates success very much. It is now generally conceded that ancient pagans were due more to filth and ignorance than to any other evil taint cause, which are now from the advancement of scientific Hygiene, truly a thing of the past.

Water shall next engage our attention. In its pure state stands second only to pure atmosphere in the preservation of health. Its chemical elements, as you all know, are oxygen and hydrogen in the atomic proportion of one of oxygen to two of hydrogen. It should be absolutely free from any organic matter, which only deteriorates its virtues and favors the spread of disease, for it is principally through what we drink that cholera and enteric fever become absolutely contagious. Water that is clear or colorless that has a sparkling taste, due to the presence of air and carbonic acid, is considered the purest. By far is soft water to be preferred to hard, containing less organic matter we escape the evil results which so frequently follow the use of hard water. Springs and deep wells are as a general thing better than shallow wells and cisterns, because we are too prone to hermetically close our cisterns and pay comparatively no attention to its filter, which soon becomes foul, and is within itself the hot-bed of fatal contamination.

whole State might not know, and so much has been said about it that I would think its publication beneficial. Wait a little while and I will see the Governor myself."

While the Times man was waiting he ran across the fourth Commissioner, Attorney General Hardin, and informed him that he wished a copy of the convict contract for publication in the Times.

"Well, why do you not get it then?" asked the Attorney General of the State; "It is of record and open for inspection. It can be seen by any one who will take the trouble to read it."

"The Governor thinks it is a private document which only the parties to it have a right to see," suggested the reporter.

"I think not. It is a public matter, very clearly, in my opinion. But it is in the immediate custody of Secretary McKenzie, and if he or the Assistant Secretary should object to giving it out, I should not urge my own views upon them. They are the sole custodians of papers in their office. The Commissioners, by the law, committed this paper to them and I should not in any way suggest what they ought to do with it."

A little after this Auditor Hewitt, who, in the meantime, it is supposed, had had a talk with the Governor, approached the reporter, and said with a smile: "If you will go into the Secretary's office, you can get that contract now." The reporter went, and an exact copy of the much-talked-of instrument is given below. It gives the language of the act very closely, and reads as follows:

"We the undersigned lessees and contractors, C. R. Mason, H. P. Mason, W. F. Dandridge and Chas. E. Hoge, composing the firm of C. R. Mason & Co., and Wm. H. Hendricks and John Means, their sureties, do hereby contract for hire and lease from the Commissioners of the Sinking Fund of the State of Kentucky for the term of two years from the 1st day of October 1882, all of the convict labor of the Kentucky Penitentiary, including both such as may be worked inside and such as may be worked outside of the walls of the prison, upon the following terms and conditions: For the 600 convicts authorized by law to be leased and worked within the walls of the prison we agree and promise to pay said Commissioners the sum of \$18,000 per year, due and payable in equal quarterly installments from the beginning of this lease, and we bind and obligate ourselves to feed, clothe and keep and furnish all necessary medicines to female convicts and all diseased and disabled male convicts as must of necessity remain in the prison, both such as are in the penitentiary now and such as may be sent there during the continuance of this lease; and we further bind ourselves to furnish, during the term of this lease, food and clothing, including proper bedding and medicine necessary for the health and comfort of the convicts, and to defray all the running expenses of the institution, except the pay of guards and officers, and to faithfully conform to all of the rules and regulations prescribed by the said Commissioners of the Sinking Fund for the diet, clothing and safe-keeping of the convicts, and to conform to such rules and regulations as they may establish, touching all sanitary and police matters and upon the termination of a sentence of a convict or his liberation by pardon to furnish such convict with a new suit of serviceable clothing and transportation, not transferable, at the lowest rate to the county from which the convict was sent.

It is further agreed that we will indemnify and pay to the State all legal rewards offered or paid for the capture and return of such convicts as we may take outside the walls of the prison. We further bind and obligate ourselves to conform to and obey all rules and regulations consistent with the law that may be prescribed by said Commissioners, and to observe and obey all the requirements of the laws under which this lease and contract is made.

For the convict labor to be worked and leased outside of the walls of the prison we hereby covenant and agree with said Commissioners to pay during the term of this lease the sum of \$50 per year for each convict over and above the said 600 leased inside of the walls of the prison, the same to be paid quarterly from the beginning of the lease in equal installments, and in addition thereto we bind ourselves to pay to said Commissioners in like installments the sum of \$2,100 per year during the continuance of this lease.

And we further bind ourselves to use said convicts within the State of Kentucky, and only on such public works as we, under the law, are authorized to use them on. We bind ourselves to properly feed, clothe and securely guard them, and to furnish them medicine and medical attention, and in all respects to treat them humanely both in sickness and in health, and to provide for them as comfortably as may be consistent with good discipline. We further bind ourselves to observe and abide by such rules and regulations as said Commissioners may prescribe concerning the labor, discipline and management of said convicts, and in all respects to conform to the requirements of the law regulating the subject matter of this contract.

It is understood in relation to the said convicts, above the number of 600 that are to work outside the walls of the prison, that we are to have a rebate on the price agreed for such convict for every working day that he may be sick and fails to work, in the same ratio to

the agreed price as the time he is sick bears to the whole year. It is further understood that we are to have the privilege of using on our public works outside the prison all convicts not prohibited by law from leaving the walls of the prison, and it is further agreed that we are to have the right by giving four months' written notice, before the termination of this contract, to said Commissioners to continue the same through another term of two years, and such notice when given shall bind us in all of the obligations, conditions and stipulations of this contract for and during the two years the same is continued.

Witness our hands, this—day of September, 1882.

C. R. MASON,
H. P. MASON,
W. F. DANDRIDGE,
CHAS. E. HOGG,
W. H. HENDRICKS,
JOHN MEANS.

This contract was made under authority of an act approved May 3, 1880, entitled "An act to provide for the relief of the penitentiary," the sixth section of which is as follows:

The Commissioners of the Sinking Fund are hereby authorized and directed to let and hire the labor of all convicts who are and may be in the Kentucky penitentiary in excess of 600, to be employed upon public works within the State, such as the construction or improvement of railroads, canals, waterways and levees; and all convicts so hired out shall be confined at night, and at all times when not at work, in houses or stockades built or rented for the purpose, to be known as a branch penitentiary; Provided, no one convicted of murder, rape, attempt at rape or arson, or who has a longer period than five years to serve, shall be so let or hired; and no convict shall be worked within the corporate limits of any city or town, nor quartered within two miles thereof, nor within one-fourth of a mile of any private residence, unless by written consent of the resident.

Section 7 of the act provides that the hiring shall be made after advertisement, which shall specify the number of men whose labor is to be let and the length of time, which shall not exceed two years nor be less than six months; and section 10 gives authority to the Commissioners to "establish rules regulating the labor of convicts, the discipline, police and such other details as may be necessary to them necessary or expedient."

An act, approved by Gov. Knott May 10, 1884, amends section 6, as given above, by adding the words, "and in letting" after the word "leases." The amendatory act also adds another proviso to this section, which is of very present interest to the honest miners of the State, although it immediately affects no other class of workingmen. It is as follows:

"Provided, however, that the provision in regard to quartering convicts shall not apply to those engaged in mining."

Section seven is also very materially changed by striking out the word "two," and inserting the word "four" in its place. The purpose of this change may be guessed at from the fact that Mason & Co. have formally notified the Commissioners of the Sinking Fund that they will not avail themselves of their contract to renew their lease for two years, and the Commissioners are now preparing advertisements for bids for contracts which will run four years in despite of any action which the next Legislature may take or the completion of the branch penitentiary, with abundant room for all the convicts of the State.

Their letter giving this notice is admirable in its apparent fairness. It says that a new and perhaps profitable line of labor having been opened to the lessees of convicts since the present contract we entered into, they waive their right of extension that others may have an opportunity to compete with them in the bidding for such labor under the new law and for a four-year lease.

"That means," said General Hardin, "that they expect, at the new leasing, to get the labor at about one-half what they pay for it now."—Louisville Times.

Patents Granted.

The following patents were granted to citizens of Ky., week ending August 26, 1884, reported expressly on this paper by J. H. Hunter, Solicitor of American and Foreign Patents, 934 F Street, Washington, D. C.:
Friedrich W. Brueser, Covington, apparatus for supporting persons and things in front of windows; Christopher C. Davis, Flemingsburg, window; Jacob I. C. Noll, Winchester, cross-bed harrow; John M. Scott, Louisville, trace carrier.
Ewing Berry, Henderson, vehicle running gear; Wm. W. Le Grange, Louisville, watchman's time recorder and register; Thomas Meikle, Louisville, snow plow; W. Edward J. Riley, Louisville, railway ticket; Justice Webb, Georgetown, lock joint for fishing rods; Wm. W. Le Grange and Robert Meek, Louisville, insulating block for railway rails; Wm. W. Le Grange, Louisville, electric railway signal; Robert Meek, Louisville, electric connection for railway rails; Robert Meek, Louisville, electrical connection device for railway rails; Wm. H. Dillon, Glasgow, oil lamp feeder; Robert Meek and Lucius D. Hamilton, Louisville, electric connection for railway rails; Lucius D. Hamilton, Louisville, double acting relay for electric circuits.

THE CONVICT CONTRACT.

The Difficulty of Getting a Public Document.

Coal Miners at \$50 a Year, and Mason & Co. Expect to Get Them for Less the Next Two Years.

The miners in mass-meeting at Central City August 22, requested that the contract made by the Sinking Fund Commissioners, in the name and on behalf of the people, of the one part, and C. R. Mason & Co. of the other part, by the terms of which convicts were hired out, as pigs are sold, at so many cents per head, be published, not only for the information of the miners themselves but of every workingman and citizen who desires to know the practical operation of the statute which gave authority for it.

As no notice had been given the request by the Commission, which is composed of the Governor, Secretary of State, Attorney General, Auditor of State and State Treasurer, a Times representative who happened to be in Frankfort concluded to procure a copy of it himself. It seemed to him a very simple thing to do. It was a public record in a public office; it was a public contract made by public servants for the benefit of the public, and it did not enter his simple mind that there could be any objection to the people seeing a contract to which they are parties in interest, especially when a formal request for its publication had been made by a large and representative number of citizens.

And so he walked into the office of the Secretary of State in a matter-of-course way, wondering whether he could copy the document in time to catch the 5 o'clock train for Louisville. The Secretary, however, was not in the city, and Col. McCarthy, the Assistant Secretary, who remarked that the Times did not treat that office right in its editorial mention of it, declined to permit an inspection of the contract without the presence of his chief or the authority of other members of the board.

"Mr. McKenzie is away, and it may be that he would not wish the Times to have it," remarked the Assistant Secretary blandly. "The Times has treated us badly."

"But it is not on file as a public document, and would not even an enemy—which the Times is not—have an absolute right to see it?"

"I incline to think so," said the Colonel, "and I presume that Mr. McKenzie would, but in his absence you had best see the other Commissioners."

So the Times man abandoned his hope for the 5 o'clock train, and started on a search for the members of the Commission, the first of whom found was that most venerable, genial and competent official, Col. Richard Tate, the prescriptive Treasurer of State.

"Certainly, sir," said the Treasurer, "there can be no doubt as to the right of any citizen to inspect the contract. It is a public one, I suppose. Perhaps, however, you had better see the Governor."

In the rambling, old-fashioned house emphatically termed the Executive Mansion the Governor was found, just awakened from a nap, and suffering somewhat from neuralgia. After some conversation about other matters, the paper man said:

"I am sorry to disturb you, Governor, but the Times wishes a copy of the contract between the Commissioners and Mason & Co., relative to—"

"You can not get it, sir," interrupted the Governor warmly; "that is a private matter—a strictly private matter—and it would be outrageous to let you see it."

"We thought it a public matter, Governor."

"But it is not, sir. It is a contract made by the Commissioners with Mason & Co. and with nobody else. It is Mason & Co.'s contract, and you might as well ask to examine the private papers of any other citizen of the State. No, sir; you positively can not get it. It would be an outrage upon Mason's rights. But if you will see Auditor Hewitt, who is the custodian of such things, he will probably give you the substance of it."

"The substance, Governor?"

"Yes, sir, the substance. That much has been reported to the Legislature and you might find it in the session act—but the contract itself will certainly not be shown to you."

"Very well, Governor; good evening."

"Good evening, sir. Probably it would be worth while to see Gen. Hewitt. And you may say, as that seems to be the burr which is sticking in the ears of certain gentlemen, that the lessees have a right under the contract to renew it at the expiration of the present term."

The Auditor of State, with that genial courtesy which is the stamp of a gentleman, received the trembling series of inquiries and reported the substance of the conversation just had with the Governor.

"To be sure there will be no objection to your having a copy of it," said Gen. Hewitt. "Why should there be? Every citizen may see it. It is a public document, is it not?"

"I had thought so until a little while ago when I heard Gov. Knott's very positive assertion to the contrary."

The genial General seemed surprised. "Of course, I do not wish to oppose or even seem in opposition to the Governor's views," he said. "He is a better lawyer than I, and I would defer to his opinion; but, really, this seems to me a matter of a public nature. At any rate, there is nothing in it that the

whole State might not know, and so much has been said about it that I would think its publication beneficial. Wait a little while and I will see the Governor myself."

While the Times man was waiting he ran across the fourth Commissioner, Attorney General Hardin, and informed him that he wished a copy of the convict contract for publication in the Times.

"Well, why do you not get it then?" asked the Attorney General of the State; "It is of record and open for inspection. It can be seen by any one who will take the trouble to read it."

"The Governor thinks it is a private document which only the parties to it have a right to see," suggested the reporter.

"I think not. It is a public matter, very clearly, in my opinion. But it is in the immediate custody of Secretary McKenzie, and if he or the Assistant Secretary should object to giving it out, I should not urge my own views upon them. They are the sole custodians of papers in their office. The Commissioners, by the law, committed this paper to them and I should not in any way suggest what they ought to do with it."

A little after this Auditor Hewitt, who, in the meantime, it is supposed, had had a talk with the Governor, approached the reporter, and said with a smile: "If you will go into the Secretary's office, you can get that contract now." The reporter went, and an exact copy of the much-talked-of instrument is given below. It gives the language of the act very closely, and reads as follows:

"We the undersigned lessees and contractors, C. R. Mason, H. P. Mason, W. F. Dandridge and Chas. E. Hoge, composing the firm of C. R. Mason & Co., and Wm. H. Hendricks and John Means, their sureties, do hereby contract for hire and lease from the Commissioners of the Sinking Fund of the State of Kentucky for the term of two years from the 1st day of October 1882, all of the convict labor of the Kentucky Penitentiary, including both such as may be worked inside and such as may be worked outside of the walls of the prison, upon the following terms and conditions: For the 600 convicts authorized by law to be leased and worked within the walls of the prison we agree and promise to pay said Commissioners the sum of \$18,000 per year, due and payable in equal quarterly installments from the beginning of this lease, and we bind and obligate ourselves to feed, clothe and keep and furnish all necessary medicines to female convicts and all diseased and disabled male convicts as must of necessity remain in the prison, both such as are in the penitentiary now and such as may be sent there during the continuance of this lease; and we further bind ourselves to furnish, during the term of this lease, food and clothing, including proper bedding and medicine necessary for the health and comfort of the convicts, and to defray all the running expenses of the institution, except the pay of guards and officers, and to faithfully conform to all of the rules and regulations prescribed by the said Commissioners of the Sinking Fund for the diet, clothing and safe-keeping of the convicts, and to conform to such rules and regulations as they may establish, touching all sanitary and police matters and upon the termination of a sentence of a convict or his liberation by pardon to furnish such convict with a new suit of serviceable clothing and transportation, not transferable, at the lowest rate to the county from which the convict was sent.

It is further agreed that we will indemnify and pay to the State all legal rewards offered or paid for the capture and return of such convicts as we may take outside the walls of the prison. We further bind and obligate ourselves to conform to and obey all rules and regulations consistent with the law that may be prescribed by said Commissioners, and to observe and obey all the requirements of the laws under which this lease and contract is made.

For the convict labor to be worked and leased outside of the walls of the prison we hereby covenant and agree with said Commissioners to pay during the term of this lease the sum of \$50 per year for each convict over and above the said 600 leased inside of the walls of the prison, the same to be paid quarterly from the beginning of the lease in equal installments, and in addition thereto we bind ourselves to pay to said Commissioners in like installments the sum of \$2,100 per year during the continuance of this lease.

And we further bind ourselves to use said convicts within the State of Kentucky, and only on such public works as we, under the law, are authorized to use them on. We bind ourselves to properly feed, clothe and securely guard them, and to furnish them medicine and medical attention, and in all respects to treat them humanely both in sickness and in health, and to provide for them as comfortably as may be consistent with good discipline. We further bind ourselves to observe and abide by such rules and regulations as said Commissioners may prescribe concerning the labor, discipline and management of said convicts, and in all respects to conform to the requirements of the law regulating the subject matter of this contract.

It is understood in relation to the said convicts, above the number of 600 that are to work outside the walls of the prison, that we are to have a rebate on the price agreed for such convict for every working day that he may be sick and fails to work, in the same ratio to

the agreed price as the time he is sick bears to the whole year. It is further understood that we are to have the privilege of using on our public works outside the prison all convicts not prohibited by law from leaving the walls of the prison, and it is further agreed that we are to have the right by giving four months' written notice, before the termination of this contract, to said Commissioners to continue the same through another term of two years, and such notice when given shall bind us in all of the obligations, conditions and stipulations of this contract for and during the two years the same is continued.

Witness our hands, this—day of September, 1882.

C. R. MASON,
H. P. MASON,
W. F. DANDRIDGE,
CHAS. E. HOGG,
W. H. HENDRICKS,
JOHN MEANS.

This contract was made under authority of an act approved May 3, 1880, entitled "An act to provide for the relief of the penitentiary," the sixth section of which is as follows:

The Commissioners of the Sinking Fund are hereby authorized and directed to let and hire the labor of all convicts who are and may be in the Kentucky penitentiary in excess of 600, to be employed upon public works within the State, such as the construction or improvement of railroads, canals, waterways and levees; and all convicts so hired out shall be confined at night, and at all times when not at work, in houses or stockades built or rented for the purpose, to be known as a branch penitentiary; Provided, no one convicted of murder, rape, attempt at rape or arson, or who has a longer period than five years to serve, shall be so let or hired; and no convict shall be worked within the corporate limits of any city or town, nor quartered within two miles thereof, nor within one-fourth of a mile of any private residence, unless by written consent of the resident.

Section 7 of the act provides that the hiring shall be made after advertisement, which shall specify the number of men whose labor is to be let and the length of time, which shall not exceed two years nor be less than six months; and section 10 gives authority to the Commissioners to "establish rules regulating the labor of convicts, the discipline, police and such other details as may be necessary to them necessary or expedient."

An act, approved by Gov. Knott May 10, 1884, amends section 6, as given above, by adding the words, "and in letting" after the word "leases."